

DRAFT#2 (7/26/05)

07-LA-110-KP ____/____ (PM ____/____)
In Los Angeles and Pasadena, from US-101
to end of SR-110
07-____-_____
District Agreement No. 07-_____

COOPERATIVE AGREEMENT BY AND BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

This Cooperative Agreement is entered into this _____ day of _____, 2005 by and between the California Department of Transportation, hereinafter referred to as Caltrans, and the Mountains Recreation and Conservation Authority, hereinafter referred to as MRCA, a local government entity, for the purpose of planning and implementing key recommendations defined in the Draft Arroyo Seco Parkway (State Route 110) National Scenic Byway Corridor Management Plan.

WHEREAS, The California Department of Transportation is a department within the State of California and is responsible for the maintenance of the Arroyo Seco Parkway, also known as the Pasadena Freeway, or State Route 110 (SR-110); and

WHEREAS, The California Department of Transportation, in collaboration with community stakeholders, through a previous District Agreement (#07-4615), has been involved in the development of the comprehensive National Scenic Byways Corridor Management Plan for the Historic Arroyo Seco Parkway; and

WHEREAS, The California Department of Transportation is intending to implement recommendations defined in the Corridor Management Plan; and

WHEREAS, The Mountains Recreation and Conservation Authority is a local government public entity established in 1985 pursuant to the Joint Powers Act; a partnership between the Santa Monica Mountains Conservancy, which is a state agency established by the Legislature, and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District, both of which are local park agencies established by the vote of the people in those communities; and

WHEREAS, The Mountains Recreation and Conservation Authority and Santa Monica Mountains Conservancy jurisdictional areas include the Rim of the Valley Trail Corridor which contains the Arroyo Seco Parkway (SR-110); and

WHEREAS, The Mountains Recreation and Conservation Authority and Santa Monica Mountains Conservancy participated in the development of the National Scenic Byways Corridor Management Plan; and

WHEREAS, The Mountains Recreation and Conservation Authority and Santa Monica Mountains Conservancy participated in the development of Arroyo Seco Watershed Restoration Feasibility Study, released in May 2002, which supports the protection and restoration of cultural resources in the Scenic Byway corridor; and

WHEREAS, The adoption of a Cooperative Agreement contract with the California Department of Transportation will expedite the implementation of recommendations from the Draft Scenic Byways Corridor Management Plan for the Arroyo Seco Parkway Corridor;

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

SECTION 1: OVERVIEW OF PROJECT

- 1.0 Caltrans is finalizing a Draft Scenic Byways Corridor Management Plan for the Historic Arroyo Seco Parkway (SR-110). For those parts of the plan designated on Exhibit A hereto Caltrans is retaining the MRCA to provide administrative and planning services. The parties seek to work together in accordance with this Agreement.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE PARTIES

- 2.0 **Caltrans**. Caltrans shall retain full management responsibility for the development and implementation of a Scenic Byways Corridor Management Plan for the Arroyo Seco Parkway (SR-110). Under direction from Caltrans, MRCA will assume the responsibility of the administration and granting or contracting of funds to organizations or persons qualified to perform such work necessary to carry out recommendations described in the Draft Scenic Byways Corridor Management Plan. Caltrans shall develop the scope of work for services to be granted or contracted for implementation of recommendations, including but not limited to professional qualifications, milestones, timelines, and budgets. Caltrans will acquire any necessary permits and agreements in order to perform the work. Caltrans will provide the forms and requirements for billing by the ultimate granting authority.
- 2.1 **MRCA**. Upon direction from Caltrans, MRCA shall provide administrative and planning services for those parts of the plan designated on Exhibit A of this Agreement. As such, MRCA shall grant, contract, oversee, and bill for such work necessary to fulfill the scope of work as designated in Exhibit A of this Agreement. Upon direction from Caltrans, MRCA shall also provide Caltrans with any supporting documentation that is required, such as qualifications of grantees or contractors, reports, or original invoices.

SECTION 3: FUNDING

- 3.0 Caltrans shall reimburse the MRCA, on a quarterly basis, the actual cost of work performed, upon review and approval by the MRCA and Caltrans of invoices and work-to-date submitted by the grantee or contractor under this agreement.

SECTION 4: TERM

- 4.0 This Agreement shall commence on the last date signed by either party hereto and terminates in five (5) years from the commencement date unless otherwise terminated or extended by mutual agreement of the parties.
- 4.1 This Agreement may be terminated at any time upon written notice to the other party hereto. If a particular project has commenced, this Agreement may be terminated immediately upon the completion of the project unless both parties agree in writing to such earlier termination.

SECTION 5: GENERAL PROVISIONS

- 5.0 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.
- 5.1 If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court.
- 5.2 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.
- 5.3 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.
- 5.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 5.5 This Agreement shall be governed by laws of the State of California.
- 5.6 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.
- 5.7 This Agreement contains the full and complete agreement between the parties provided, however, that Exhibit A may be amended from time to time to add or delete project areas for which the MRCA will be involved.
- 5.8 This Agreement may be amended to include additional project areas to this scope within this time frame of this Agreement.

SECTION 6: HOLD HARMLESS; INDEMNITY

- 6.0 Caltrans undertakes and agrees to hold harmless, indemnify, and defend MRCA and all officers, employees, board members, agents of MRCA from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of Caltrans' employees or agents.
- 6.1 MRCA undertakes and agrees to hold harmless, indemnify, and defend Caltrans and all officers, employees, board members, agents of Caltrans from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of MRCA's employees or agents.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 Caltrans and MRCA will jointly review all press releases, signs, and other public relations materials relating to projects listed on Exhibit A or carried out under this Agreement to ensure they adequately and accurately identify both Caltrans and MRCA with respect to their role in connection with the development of such plans.

SECTION 8: NOTICES

- 8.0 Pursuant to the terms of this Agreement, all notices and billing invoices re required to be either personally delivered or delivered by certified mail return receipt requested to:

Mountains Recreation and Conservation Authority

At: 570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attn: Cara McLane
Deputy Chief of Natural Resources and Planning

California Department of Transportation

At: Caltrans, Planning Division
100 South Main Street, MS 16
Los Angeles, CA 90012
Attn: Liberty San Agustin
Associate Transportation Planner

Or to any such other address as the parties may in writing, from time to time, direct. All mailed notices shall be deemed received three (3) days after being deposited in the U.S. mail.

FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION:

By: _____
DOUG FAILING, CALTRANS
District Director

Date: _____

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

By: _____
CARA MCLANE, MRCA
Contracts Officer

Date: _____

Certified as to form and procedure:

Attorney
Department of Transportation

EXHIBIT A.1

**Amendment to Cooperative Agreement between Caltrans and MRCA for
Administration and Planning Services for Creation of Scenic Byway Organization
for Arroyo Seco Parkway (SR-110) Corridor**

SCOPE OF WORK: MRCA shall administer a Federal Highway Administration (FHWA) Scenic Byways Program Fiscal Year 2005 Grant for the creation of a scenic byway nonprofit organization in the amount of \$25,000. The MRCA shall be reimbursed for an amount not to exceed 10% (maximum \$2,500) for administrative and planning services for oversight of this effort.

BUDGET:

MRCA Administrative and Planning Support (10%)	\$ 2,500
Grant Subcontractor(s)	\$22,500
Total to MRCA	\$25,000

Payments will be made upon submission of quarterly invoices in triplicate to Caltrans by MRCA.

TERM: The term of this amendment is from August 1, 2005 to August 1, 2010

The California Department of Transportation and the Mountains Recreation and Conservation Authority agree to the amendment:

For Caltrans:

For MRCA:

Doug Failing Date
Caltrans District Director

Cara McLane Date
Contracts Officer

Certified as to funds:

Caltrans District Budget Manager

Certified as to procedure:

Caltrans Accounting Administrator

EXHIBIT A.2
Amendment to Cooperative Agreement between Caltrans and MRCA for
Administration and Planning Services for Interpreting the Arroyo Seco Parkway
(SR-110) Corridor

SCOPE OF WORK:

MRCA shall administer a Federal Highway Administration (FHWA) Scenic Byways Program Fiscal Year 2005 Grant for the development of a Byway Interpretive and Marketing Plan in the amount of \$336,400. The MRCA shall be reimbursed for an amount not to exceed 10% (maximum \$33,640) for administrative and planning services for oversight of this effort.

BUDGET:

MRCA Administrative and Planning Support (10%)	\$ 33,640
Grant Subcontractor(s)	\$302,760
Total to MRCA	\$336,400

Payments will be made upon submission of quarterly invoices in triplicate to Caltrans by MRCA.

TERM: The term of this amendment is from August 1, 2005 to August 1, 2010

The California Department of Transportation and the Mountains Recreation and Conservation Authority agree to the amendment:

For Caltrans:

For MRCA:

Doug Failing Date
Caltrans District Director

Cara McLane Date
Contracts Officer

Certified as to funds:

Caltrans District Budget Manager

Certified as to procedure:

Caltrans Accounting Administrator